

# SC Department of Natural Resources

1000 Assembly Street, Room 242-A

P.O. Box 167

Columbia, SC 29202

(Return quote to the above address.)

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*<http://www.dnr.sc.gov/admin/procure/bulletin.html>*

## **REQUEST FOR QUOTATION**

Return Quote No Later Than: <b>February 14, 2007</b>	<b>11:00 AM</b>	Quote Number: <b>Q207062JJ</b>
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Title: **Haul, Clean, Repair, and Paint E/V Discovery**

Mailing Date: <b>January 22, 2007</b>	Direct Inquiries to: <b>James Jackson</b>
William T. Pace, Jr., CPPO Dir. of Procurement Serv.	Req. Number: <b>207062</b>
Vendor Name:	FEIN or Social Security Number
Vendor Mailing Address:	Reason for no quote:
City, State, Zip:	Telephone Number: Fax Number: E-mail Address: Internet Address:
Authorized Signature (Manual):	Authorized Signature (Typed), Title:

Upon Receipt, the vendor should submit a quotation in the manner indicated below. The closing date/time specified above is the time by which a quotation is required. A public opening will not be held for quotations.

**Delivery Point: SEE DELIVERY SECTION (PAGE 6)**

**Requested Delivery Time: ARO 30 Days**

### **MUST BE SIGNED TO BE VALID**

We hereby agree to furnish items and/or services for which prices are listed in accordance with any attached specifications

**\*\*Quote number and closing date must be shown on envelope\*\***

**\*\*Quotes under \$10,000.00 may be faxed. \*\***

Do not include any taxes in the quotation price(s).

Quotation Acceptance period: In compliance with the quotation, and subject to all conditions thereof, the signer offers and agrees, if this quotation is accepted within \_\_\_\_\_ days from the date of closing, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

**IMPORTANT**  
**SC RVP & SC/US Preferences**

**SC Resident vendor Preference**

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this quote.

\*In order to make claim for this preference in the award of this quote, the person signing the quote must place their initials here \_\_\_\_\_.

\*Address and phone number of SC office. (Must be completed if making claim)  
\_\_\_\_\_  
Phone # \_\_\_\_\_.

**SC/US Made, Manufactured or Grown End-Product Preference**

\*By signing quote and checking the appropriate space(s) provided and identified on the quote pricing schedule, vendor certifies that the end product(s) as shown in this quote are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to quote awards less than \$10,000.00.

**Notice:** Important information pertaining to preferences.

\*If a vendor has not requested the preferences he will neither be entitled to claim any preference against another vendor nor will he be protected from application of another quote's claim to a preference against his quote in determining contract award.

**INSTRUCTIONS TO QUOTERS**

Tie quotations will be resolved as outlined in Section 11-35-1520(9) (A) - (D) of the South Carolina Consolidated Procurement Code.

Right to protest under Section 11-35-4210(1) of the Consolidated Procurement Code does not apply. Re: Small purchases (less than \$50,000 in actual or potential value) Section 11-35-1550(3).

Unless otherwise stated, all prices must be firm.

Do not include any taxes in the quotation price(s).

Quotation Rejection/Cancellation: The State of South Carolina reserves the right to reject any or all quotes and to cancel the quotation.

Unit Price Governing: Unit price will govern over extended price unless otherwise stated in the request for quotation.

Quotation Amendments: All amendments to and interpretations of this quotation shall be in writing from the procurement officer of the Department of Natural Resources. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

**GENERAL CONTRACT CLAUSES**

Default: In case of default by the contractor, the State reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible vendor until the assessed charge has been satisfied.

Indemnification: Contractor shall indemnify and save harmless the State, its officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright.

Protection of Human Health and the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this quote, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Payment of Goods & Services: Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

### **SPECIAL PROVISIONS**

Acquisition Instructions: The purpose of this bid invitation is to provide services complying with the enclosed description and/or specifications and conditions as applicable to this bid notice.

Quoting Instructions: The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The offeror must include with his quote, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

Evaluation/Award: Award will be made to one vendor for entire quantity.

Warranty: Manufacturer's standard warranty will be required in writing with delivery of product.

### **IMPORTANT NOTICE**

Bidder/Offeror

Re: S.C. Withholding Tax Amendments  
Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The entity or person letting the contract to the nonresident will retain the affidavit. In the absence of an affidavit being provided, withholding will be required (contracts--2%, rental or royalty recipients--7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

### **INSTRUCTIONS**

#### **NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT**

##### **REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS**

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

##### **PURPOSE OF AFFIDAVIT**

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

##### **TERM AND DURATION OF AFFIDAVIT**

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE  
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT  
INCOME TAX WITHHOLDING

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:

\_\_\_\_\_

2. Trade Name (Doing Business As):

\_\_\_\_\_

3. Mailing Address:

\_\_\_\_\_

4. Federal Identification Number:

\_\_\_\_\_

5. \_\_\_\_\_ Hiring or Contracting with:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Receiving Rentals or Royalties From:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below):

\_\_\_\_\_ The South Carolina Secretary of State or

\_\_\_\_\_ The South Carolina Department of Revenue

Date of Registration: \_\_\_\_\_

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that fine; imprisonment or both could punish any false statement contained herein.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

\_\_\_\_\_(Seal)  
(Signature of Owner, Partner or Corporate Officer) Date

If Corporate officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

**Internet Accessibility, Release of Copyright and Publishing Rights**

It is the intent of the Department of Natural Resources to provide resource information to Department employees, vendors and the general public through the Department's Web Page. This information is featured in the "Doing Business with DNR" section of the web page. From time to time, product information, product literature and photographs of products may be used to further emphasize the Department's mission or to emphasize or introduce a certain product to our employees that may be under contract.

The execution of this document, your firm's signature, hereby authorizes and gives permission to the Department of Natural Resources to utilize product literature, photographs and product information as necessary to disseminate this information to its web users.

At times, the Department may request digital prepared photographs (data saved to disk that can be uploaded to the web server) and literature formatted for web publication that your firm has readily available and may be currently using in its own web site. This information will be provided to the department at no cost.

The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the States' use of material furnished to the State by the bidder.

Bidder is in agreement with the terms and conditions of this copyright release by the execution of this document by the representative company official below:

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Signature of Owner, Partner or Corporate Officer)      Date

If Corporate Officer state title: \_\_\_\_\_

\_\_\_\_\_  
(Name - Please Print)

My company is not currently represented on the Internet and/or I wish not to participate in exchanging company product literature, photographs for your agency use. I have indicated below by reasons.

Wish not to participate\_\_\_\_\_

Not currently represented\_\_\_\_\_

Please Check Which Applies.

# **SPECIFICATIONS FOR HAULING, CLEANING, REPAIRING, AND PAINTING OF THE E/V DISCOVERY**

## **Introduction:**

The South Carolina Department of Natural Resources, Marine Resources Division is seeking written quotes for hauling, cleaning, repairing, and painting of the E/V Discovery, a 45' Fiberglass Corinthian Catamaran.

## **Scope of Work:**

### **Item      Service**

1. Provide all necessary labor, materials and equipment to haul or lift the E/V Discovery from the water and set her on blocks.
2. Clean both hulls below the waterline up to the boot stripe free of all debris, scum, and barnacles by pressure washing. Scrape loose paint and growth where necessary and prepare for USCG inspection and painting.
3. Clean both motor-mounts free of all debris, scum, and growth and prepare for USCG inspection and painting.
4. Paint underwater body to waterline with two (2) coats antifouling paint, matching original green as closely as possible.
5. Paint motor-mounts with two (2) coats of antifouling paint, same color as bottom.
6. Paint above waterline to deck with Awl grip paint, matching original white as closely as possible.
7. Replace boot stripe with matching green.
8. Replace ¾" thru-hull valve for head.

## **Yard Period Requested:**

Yard work shall be scheduled to begin as soon as possible after award and must be completed within 15 working days of the day the vessel enters the yard.

## **Site of Work:**

Work will be performed at the Contractor's boat yard.

## **Delivery:**

Vessel will be delivered to and removed from Contractor's boat yard, via water, by SCDNR-MRD's Captain of the Vessel. The Captain of the Vessel will check yard work on a daily basis for compliance with scope of work as indicated in quote.

## **Additional work:**

Any work needed, not covered in the **Scope of Work**, which is discovered during inspection shall be brought to the attention of SCDNR personnel for determination and at that time a price negotiated between SCDNR and Contractor, before the repairs are initiated. A breakdown of estimated number of hours and materials necessary to complete the job shall be furnished and approval from the SCDNR-Procurement Office obtained before work will be authorized.

## **Materials Used:**

Any materials that are not 100% utilized on the job shall be returned to the vessel Captain upon completion of the job. This shall include all brushes, paints, stuffing, or other materials that are charged against this project.

## **Insurance:**

Contractor shall carry sufficient insurance coverage to protect vessel while in the yard. Contractor shall be responsible for vessel and any damage that may occur to the vessel while it is in the yard for repairs and repainting.

Contractor shall furnish the Department with a certificate showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Failure to provide this certificate may be reason for rejection.

## **Regulations and Standards:**

The work shall comply with all laws, ordinances and regulations of all legally constituted authorities having jurisdiction over any part of this work. These requirements supplement the specifications and shall take precedence in case of conflict.

All work shall be performed and completed in a thoroughly workmanlike and professional manner in accordance with best modern practices, regardless of any omissions from the attached specifications.

**Guarantee:**

All workmanship shall be guaranteed for a period of one (1) year as conditions allow.

**Site Visit:**

Contractor may view vessel prior to submitting quotes on this project. The vessel is located at 217 Ft. Johnson Road, Charleston, SC 29412. Please contact Randy Beatty, Director of Vessel Operations, at (843) 953-9051, in advance of planned visit, to ensure that the vessel is available.

**Note: This vessel is powered by two (2) Mercury 225 HP, 4-stroke outboard engines. Warranty and maintenance of these engines is covered under a State Contract agreement with Renken Boat Center. Mechanics from Renken will travel to the vessel at the successful vendor's place of business to perform this work, and must be allowed access. If there any additional charges or stipulations concerning this arrangement, please include the additional charges in your quote and note the stipulations here:**

**PRICING SCHEDULE**

LINE ITEM	COMMODITY/SERVICE DESC	QTY.	U/M	SC	US	UNIT PRICE	EXTENDED PRICE
0001	<b>Haul, Clean, Repair, and Paint E/V Discovery as per Attached Specifications</b>	1	Each			\$	\$

DELIVERY\_\_\_\_\_ DAYS ARO

MFG\_\_\_\_\_MODEL\_\_\_\_\_

INITIAL WARRANTY\_\_\_\_\_ DAYS PARTS

\_\_\_\_\_ DAYS LABOR